



# St. Louis Southwestern Railway Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

July 24, 1981

1-210A120

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, DC 20423

RECORDATION NO. 8368-B No. 1425

Date JUL 29 1981

JUL 29 1981-2 40 PM

Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION Washington, D. C.

RE: Agreement of Conditional Sale dated as of  
June 1, 1976, between St. Louis Southwestern  
Railway Company, First Pennsylvania Bank, N.A.,  
and Pullman Standard Incorporated

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) counterparts of First Supplemental Agreement dated as of July 20, 1981, between St. Louis Southwestern Railway Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of June 1, 1976, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale and Agreement and Assignment, each dated respectively as of June 1, 1976, between Pullman Standard Incorporated and St. Louis Southwestern Railway Company, recorded on June 15, 1976, at 11:05 a.m., assigned Recordation No. 8368.

In connection with the recording of the enclosed First Supplemental Agreement dated as of July 20, 1981, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of July 20, 1981 between St. Louis Southwestern Railway Company, Vendee and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered  
By First Supplemental Agreement

9

100-ton air side dump cars; DIFCO, Inc., builder; lettered SSW and numbered 94500 through 94508.

a Southern Pacific subsidiary

RECEIVED  
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FEDERAL  
OPERATION BR.

*Handwritten signatures and initials on the left margin.*

Ms. Agatha L. Mergenovich  
July 24, 1981  
Page Two

When the recording of the First Supplemental Agreement has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return the remainder of the same to her.

Very truly yours,

  
David R. Muhlitner *che*  
Attorney

Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**7/29/81**

**OFFICE OF THE SECRETARY**

**David R. Muhlthor, Atty.  
St. Louis Southwestern RY Co.  
Southern Pacific Building  
One Market Plaza  
San Francisco, Calif. 94105**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/29/81** at **2:40pm**, and assigned re-recording number(s). **3368-B**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

JUL 29 1981 - 2 40 PM

FIRST  
SUPPLEMENTAL AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of July 20, 1981, by and between St. Louis Southwestern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania (said Bank hereinafter called the "Assignee"), with a principal office and place of business at Fifteen and Chestnut Streets, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the first day of June, 1976.

WITNESSETH

WHEREAS, Pullman Incorporated (Pullman Standard Division), a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and St. Louis Southwestern Railway Company have entered into an Agreement of Conditional Sale dated as of June 1, 1976 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of flat cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of June 1, 1976, (hereinafter called "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on June 15, 1976, and assigned Recordation No. 8368; and

WHEREAS, certain flat cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

Number of  
Units

Description

9

100-ton air side dump cars;  
DIFCO, Inc., builder; lettered  
SSW and numbered 94500 through  
94508.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

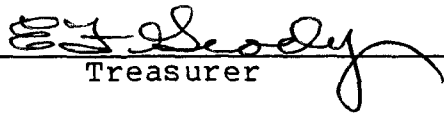
3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of July 20, 1981, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

IN WITNESS WHEREOF, the parties hereto have caused this  
First Supplemental Agreement to be duly executed as of the date  
first above written..

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

By   
Treasurer

Attest:

  
Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A.,  
as Agent

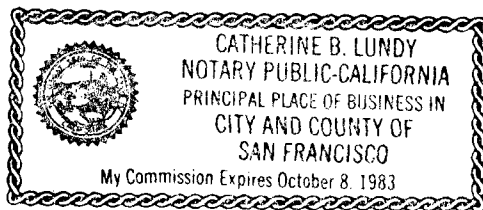
By 

Attest:

  
Assistant Secretary

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF SAN FRANCISCO )

On this 20th day of July, 1981, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of ST. LOUIS SOUTHWESTERN RAILWAY COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Catherine B. Lundy  
Notary Public



COMMONWEALTH OF PENNSYLVANIA )  
 )  
CITY AND COUNTY OF PHILADELPHIA )

On this 22<sup>nd</sup> day of July, 1981, before me personally appeared P. M. GUILIANTE, to me personally known, who being by me duly sworn, says that she is Senior Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ernest A. Carlson  
Notary Public

**LYNN M. ATTARIAN**  
**Notary Public, Phila., Phila. Co.**  
**My Commission Expires May 3, 1982**